

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General of the Department of Health and Human Services (“HHS-OIG”), the Railroad Retirement Board (“RRB”), and the Department of Veterans Affairs (“VA”) (collectively, the “United States”); the State of Tennessee, acting through the Tennessee Attorney General and Reporter and on behalf of its Medicaid program known as TennCare (“Tennessee”); and Anesthesia Services Associates, PLLC d/b/a Comprehensive Pain Specialists (“CPS”) and Peter B. Kroll, M.D. (“Kroll”); and Relators Suzanne Alt (“Alt”), Mary Butner (“Butner”), Dana Brown (“Brown”), Jennifer Pressotto (“Pressotto”) and Allison Chancellor (“Chancellor”) (collectively, “Relators”) (hereinafter, the United States, Tennessee, CPS, Kroll and Relators are referred to collectively as “the Parties”), through their authorized representatives.

RECITALS

A. CPS is a Tennessee Professional Limited Liability Company with a former principal place of business in Brentwood, Tennessee. CPS is no longer engaged in any business operations and anticipates winding down all business affairs in the near future.

B. Kroll is an individual residing in Hendersonville, Tennessee.

C. On March 9, 2016, a *qui tam* was filed by Alt in the Middle District of Tennessee, entitled *United States ex rel. Alt v. Anesthesia Services Associates, PLLC, et al.*, Case No. 3:16-cv-00549.

On March 11, 2016, a second *qui tam* was filed by Butner and Brown in the Middle District of Tennessee, entitled *United States and the State of Tennessee ex rel. Butner and Brown v. Anesthesia Services Associates, PLLC d/b/a Comprehensive Pain Specialists and Peter Kroll and Steven Dickerson*, Case No. 3:16-cv-0561.

On July 18, 2016, a third *qui tam* was filed by Pressotto in the Middle District of Tennessee, entitled *United States and the State of Tennessee ex rel. Pressotto v. Anesthesia Services Associates, PLLC d/b/a Comprehensive Pain Specialists*, Case No. 3:16-cv-1856.

On October 27, 2016, a fourth *qui tam* was filed by Chancellor in the Southern District of Illinois, entitled *United States, and the States of Illinois, Indiana, Iowa, Michigan, North Carolina, Tennessee and Virginia ex rel. Chancellor v. Anesthesia Services Associates, PLLC d/b/a Comprehensive Pain Specialists et al.*, Case No. 16-cv-01190. This case was transferred to this Court on January 25, 2019 (MDTN Civil Case No. 19-cv-00102).

D. The *qui tam* actions referenced in Paragraph C above were consolidated in the United States District Court for the Middle District of Tennessee on April 15, 2019, under the caption *United States ex rel. Alt v. Anesthesia Services Associates, PLLC d/b/a Comprehensive Pain Specialists et al.*, Case No. 3:16 cv-00549 (the “Civil Action”), asserting claims pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. §§ 3729-3733 and the Tennessee Medicaid False Claims Act, Tenn. Code Ann. §§ 71-5-181 to -185 (the “False Claims Acts”), relating to, among other things, allegedly false claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”), the RRB, the Veterans Health Administration, 38 U.S.C. Chapter 17, and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”), administered by the State of Tennessee’s TennCare program, for urine drug testing, genetic testing, and psychological testing by CPS, members in CPS (including Kroll), and certain employees of CPS, including its Chief Executive Officer. The United States and Tennessee filed a Consolidated Complaint in Intervention in the Civil Action on July 22, 2019, asserting claims for violation of the False Claims Acts against CPS, its former Chief Executive Officer, three of its members, including Kroll, and a former manager of certain CPS clinics. CPS

and Kroll submitted Answers in the Civil Action in which they stated that they had not submitted or caused to be submitted any false claim to any Federal health care program or TennCare, including for the Covered Conduct (defined below), and otherwise did not engage in any wrongdoing.

E. This Agreement resolves the United States and Tennessee's claims that: (i) from March 1, 2011 through May 31, 2018, CPS allegedly submitted or caused to be submitted false claims for the following: a) medically unnecessary urine drug testing (UDT) billed using Healthcare Common Procedure Coding System (HCPCS) code G0483; b) Specimen Validity Testing (SVT) billed using HCPCS codes 82565, 82570, 82670, 83986, 84075, and 84295; c) medically unnecessary genetic testing billed using HCPCS codes 81225, 81226, 81227, 81355 and 81401; d) psychological testing billed using HCPCS code 96103; e) non-reimbursable acupuncture billed under HCPCS Code L8680 and any related claims under HCPCS Codes 64999, 64550 and 64555; and f) testing and procedures listing Kroll as the Rendering Provider when Kroll did not order the test or perform the procedure; and (ii) from March 1, 2011 through May 31, 2019, unless stated otherwise below, Kroll allegedly submitted or caused to be submitted false claims for the following: a) medically unnecessary UDT to RRB and TennCare; b) Specimen Validity Testing (SVT) billed using HCPCS codes 82565, 82570, 82670, 83986, 84075, and 84295; c) medically unnecessary genetic testing billed to TennCare using HCPCS codes 81225, 81226, 81227, 81355 and 81401; d) non-reimbursable acupuncture billed to Medicare under HCPCS Code L8680 and any related claims under HCPCS Codes 64999, 64550 and 64555; e) claims submitted to Medicare under HCPCS Code L8680 with a date of service after March 31, 2014; and f) procedures performed between May 20-30, 2017 listing Kroll as the Rendering Provider when Kroll did not perform the procedure. That conduct is referred to herein as the "Covered Conduct."

F. On August 11, 2017 and March 11, 2019, the Centers for Medicare & Medicaid Services (CMS) suspended Medicare payments to CPS, pursuant to 42 C.F.R. § 405.371(a)(2), based upon a determination by the United States that credible allegations of fraud existed. The amount of approved, paid claims held in suspense as of September 30 is \$2,196,663.94. This is the “Suspended Amount.”

G. This Agreement is neither an admission of liability by CPS or Kroll nor a concession by the United States or Tennessee that their claims are not well founded.

H. Relators claim entitlement to a share of a portion of the proceeds of this Agreement under 31 U.S.C. § 3730(d) and claim entitlement to a share of a portion of the proceeds of this Agreement for Relators’ reasonable expenses, attorneys’ fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS]

1. Within ten days of the Effective Date of this Agreement, CPS agrees to pay the United States a total of \$2,946,663.94 (the “CPS Settlement Amount”), using a combination of the Suspended Amount and an additional cash payment as follows:

a. CPS agrees that the United States shall retain the Suspended Amount forevermore. CPS expressly relinquishes any and all rights of any kind that it may have with respect to the Suspended Amount, including, but not limited to: any and all claims or rights to have an overpayment determined under 42 C.F.R. § 405.372(c), any and all rights to payment of those Suspended Amount funds, and any and all rights to appeal, whether

formally or informally and whether administratively or judicially, the right of the United States and/or CMS to retain those funds, and any other rights CPS may have to challenge the withholding or the suspension in any respect.

- b. CPS shall make an additional cash payment of Seven Hundred Fifty Thousand Dollars (\$750,000.00) by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Middle District of Tennessee.

The Parties agree that the payment of the CPS Settlement Amount to the United States shall constitute restitution within the meaning of Section 162(f) of the Internal Revenue Code of 1986, as amended (the “Code”). The Parties agree to make any returns or filings in respect to the Suspended Amount as may be required by the Code and any regulations thereunder.

2. Kroll shall pay to the United States and the State of Tennessee the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (“Kroll Settlement Amount”) no later than ten days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Middle District of Tennessee. \$74,980.86¹ of the Kroll Settlement Amount is restitution.

3. As soon as reasonably practicable after the United States receives the CPS Settlement Amount in Paragraph 1 and the Kroll Settlement Amount in Paragraph 2, the United States shall pay by electronic funds transfer (i) \$249,080.68 to Tennessee; and (ii) \$610,684.62 to

¹ Of the restitution amount for Kroll, \$70,002.90 is attributable to the United States (\$51,685.55 to Medicare, \$12,181.31 to RRB, and \$6,136.04 to Federal Medicaid) and \$4,977.96 is attributable to Tennessee/TennCare.

Relators.² Within five business days after receipt of the CPS Settlement Amount and the Kroll Settlement Amount, the United States will file the notice of dismissal attached hereto as Exhibit A.

4. In exchange for the release set forth in Paragraph 9, CPS agrees to pay \$138,000.00 to Relators, for attorneys' fees and costs incurred by Relators, as well as non-intervened claims and retaliation claims. This payment shall be held in escrow by counsel for CPS until Relators agree on a method for distribution and provide notice to counsel for CPS or pursuant to a Court order, whichever is sooner.

5. Subject to the exceptions in Paragraph 10 (concerning excluded claims) below, and conditioned upon the payment of the CPS Settlement Amount and CPS's relinquishment of any right to the Suspended Amount as set forth in Paragraph 1 above, the United States releases CPS, and its subsidiaries, successors and assigns, from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Tennessee Medicaid False Claims Act, Tenn. Code. Ann. § 71-5-181 to -185 (the "TMFCA"); the Federal Priority Statute, 31 U.S.C. § 3713, *et seq.*; or the common law theories of payment by mistake, unjust enrichment, and fraud, and any claims that have been asserted in the Civil Action.

6. In consideration of the obligations of CPS set forth in this Agreement, and conditioned upon the payment of the CPS Settlement Amount as set forth in Paragraph 1 above,

² If Relators, the United States and Tennessee cannot agree as to the distribution of the Relators' share of the CPS Settlement Amount, the Court will make such a determination. Of the Kroll Settlement Amount, the United States will pay Butner and Brown \$21,351.83 upon written instructions from their counsel.

the State of Tennessee, on behalf of itself, its officers, agents, agencies, and departments, agrees to release CPS, and its subsidiaries, successors and assigns, from any civil or administrative monetary claim the State of Tennessee has or may have for the Covered Conduct under the TMFCA, or the common law theories of payment by mistake, unjust enrichment, and fraud, any claims that have been asserted in the Civil Action.

7. Subject to the exceptions in Paragraph 10 (concerning excluded claims) below, and conditioned upon Kroll's payment of the Kroll Settlement Amount, the United States releases Kroll, and his successors, heirs and assigns, from any civil or administrative monetary claim the United States has for: the Covered Conduct under the False Claims Act, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, the TMFCA, the Federal Priority Statute, 31 U.S.C. § 3713, *et seq.*, or the common law theories of payment by mistake, unjust enrichment, and fraud; and all other claims that have been asserted in the Civil Action.

8. In consideration of the obligations of Kroll set forth in this Agreement, and conditioned upon the payment of the Kroll Settlement Amount as set forth in Paragraph 1 above, the State of Tennessee, on behalf of itself, its officers, agents, agencies, and departments, agrees to release Kroll, and his successors, heirs and assigns, from: any civil or administrative monetary claim the State of Tennessee has or may have for the Covered Conduct under the TMFCA, or the common law theories of payment by mistake, unjust enrichment, and fraud; and all other claims that have been asserted in the Civil Action.

9. Conditioned upon the payments set forth in Paragraphs 1, 2, 3 and 4 above, Relators, for themselves and for their heirs, successors, attorneys, agents and assigns, release CPS and its owners, including but not limited to Kroll, Richard J. Muench, M.D., Steven R. Dickerson,

M.D. and Gilberto A. Carrero, M.D. (collectively, the “Owners”), from: (1) all claims Relators alleged or could have alleged against CPS and the Owners, including all claims relating to the Civil Action and the *qui tam* actions referenced in Paragraph C; (2) any claims under 31 U.S.C. § 3730(d) or Tenn. Code Ann. § 71-5-183(d) for expenses, attorneys’ fees, and costs; and (3) any claims under 31 U.S.C. § 3730(h) or Tenn. Code Ann. § 71-5-183(g) for retaliation.

10. Notwithstanding the releases given in Paragraphs 5 through 8 of this Agreement, or any other term of this Agreement, the following claims of the United States and Tennessee are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code) or state revenue laws;
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States and Tennessee (or their agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement; and
- f. Any liability of any other individual or entity for the Covered Conduct that has not already been released.

11. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relators’ receipt of the payment described in Paragraph 3, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States and

Tennessee, and their agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action and the *qui tam* actions referenced in Paragraph C or under the False Claims Acts, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

12. CPS and Kroll waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

13. CPS and Kroll fully and finally release the United States and Tennessee, their agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that CPS or Kroll asserted, could have asserted or may assert in the future against the United States or Tennessee, their agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' and Tennessee's investigation and prosecution thereof.

14. CPS and Kroll fully and finally release Relators from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that CPS and Kroll asserted, could have asserted or may assert in the future against the Relators related to the Civil Action and/or the *qui tam* actions referenced in Paragraph C.

15. Neither the CPS Settlement Amount nor the Kroll Settlement Amount shall be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any

state payor (including, without limitation, any TennCare contractor), related to the Covered Conduct; and CPS and Kroll agree not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals related to the Suspended Amount or any overpayment related to the Covered Conduct.

16. CPS and Kroll agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of CPS or Kroll with respect to:

- (1) the matters covered by this Agreement);
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) CPS's and Kroll's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payments CPS and Kroll make to the United States pursuant to this Agreement

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, the TRICARE Program, and the Federal Employees Health Benefits Program (FEHBP) and (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by CPS and Kroll, and CPS and Kroll shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by CPS or Kroll to the Medicare, Medicaid, TRICARE or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: CPS and Kroll further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by CPS or Kroll, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. CPS and Kroll agree that the United States, at a minimum, shall be entitled to recoup from CPS and Kroll any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by CPS or Kroll on the effect

of inclusion of Unallowable Costs (as defined in this Paragraph) on the cost reports, cost statements, or information reports of CPS or Kroll.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine the books and records of CPS or Kroll to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

17. This Agreement is intended to be for the benefit of the Parties and releases under this Agreement only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 18 (waiver for beneficiaries paragraph), below.

18. CPS and Kroll agree to waive, and shall not seek payment for, any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors based upon the claims defined as Covered Conduct.

19. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

20. Each Party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

21. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Middle District of Tennessee. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

22. This Agreement constitutes the complete agreement between the Parties concerning the Covered Conduct. This Agreement may not be amended except by written consent of the Parties.

23. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

24. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

25. This Agreement is binding on CPS's successors, transferees, heirs, and assigns.

26. This Agreement is binding on Kroll's successors, transferees, heirs, and assigns.

27. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

28. All Parties consent to the United States' and Tennessee's disclosure of this Agreement, and information about this Agreement, to the public.

29. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 12/18/2020

BY: Kara F. Sweet
KARA F. SWEET
Assistant United States Attorney
Middle District of Tennessee

DATED: 11/17/2020

BY: Lisa M. Re
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____
PATRICIA MARSHAL
General Counsel to the Inspector General
Office of the Inspector General
United States Railroad Retirement Board

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

KARA F. SWEET
Assistant United States Attorney
Middle District of Tennessee

DATED: _____

BY: _____

LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: 11/10/2020

BY: 

PATRICIA MARSHAL
General Counsel to the Inspector General
Office of the Inspector General
United States Railroad Retirement Board

THE STATE OF TENNESSEE

DATED: 11/6/2020

BY: Herbert H. Slatery III
HERBERT H. SLATERY III
Attorney General and Reporter

ANESTHESIA SERVICES ASSOCIATES, PLLC

DATED: 11/10/2020

BY:



PETER B. KROLL, M.D.

President

DATED: _____

BY:

JENNIFER L. WEAVER, ESQ.
Counsel for CPS

PETER B. KROLL, M.D.

DATED: 11/10/2020

BY:



PETER B. KROLL, M.D.

DATED: _____

BY:

DANIEL H. MARTIN, ESQ.
Counsel for Kroll

ANESTHESIA SERVICES ASSOCIATES, PLLC

DATED: _____

BY: _____

PETER B. KROLL, M.D.
President



DATED: 11-9-20

BY: _____

JENNIFER L. WEAVER, ESQ.
Counsel for CPS

PETER B. KROLL, M.D.

DATED: _____

BY: _____

PETER B. KROLL, M.D.

DATED: _____

BY: _____

DANIEL H. MARTIN, ESQ.
Counsel for Kroll

ANESTHESIA SERVICES ASSOCIATES, PLLC

DATED: _____

BY: _____
PETER B. KROLL, M.D.
President

DATED: _____

BY: _____
JENNIFER L. WEAVER, ESQ.
Counsel for CPS

PETER B. KROLL, M.D.

DATED: _____

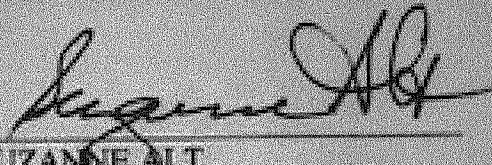
BY: _____
PETER B. KROLL, M.D.

DATED: Nov 10/20

BY: 
DANIEL J. MARTIN, ESQ.
Counsel for Kroll

SUZANNE ALT - RELATOR

DATED: 11/10/20

BY: 

SUZANNE ALT

DATED: 11/11/2020

BY: 

DON McKENNA, ESQ.

Counsel for Alt

MARY BUTNER and DANA BROWN- RELATORS

DATED: _____

BY: _____

MARY BUTNER

DATED: _____

BY: _____

DANA BROWN

DATED: _____

BY: _____

W. GARY BLACKBURN, ESQ.

Counsel for Butner and Brown

JENNIFER PRESSOTTO - RELATOR

DATED: _____

BY: _____

JENNIFER PRESSOTTO

DATED: _____

BY: _____

JERRY E. MARTIN, ESQ.

Counsel for Pressotto

SUZANNE ALT - RELATOR

DATED: _____ BY: _____
SUSANNE ALT

DATED: _____ BY: _____
DON McKENNA, ESQ.
Counsel for Alt

MARY BUTNER and DANA BROWN- RELATORS

DATED: 11/09/20 BY: Mary R. Butner
MARY BUTNER

DATED: _____ BY: _____
DANA BROWN

DATED: 11/9/2020 BY: 
W. GARY BLACKBURN, ESQ.
Counsel for Butner and Brown

JENNIFER PRESSOTTO - RELATOR

DATED: _____ BY: _____
JENNIFER PRESSOTTO

DATED: _____ BY: _____
JERRY E. MARTIN, ESQ.
Counsel for Pressotto

SUZANNE ALT - RELATOR

DATED: _____

BY: _____
Suzanne Alt

DATED: _____

BY: _____
DON McKENNA, ESQ.
Counsel for Alt

MARY BUTNER and DANA BROWN- RELATORS

DATED: _____

BY: _____
MARY BUTNER

DATED: 11/19/2020

BY: Dana Brown
DANA BROWN

DATED: _____

BY: _____
W. GARY BLACKBURN, ESQ.
Counsel for Butner and Brown

JENNIFER PRESSOTTO - RELATOR

DATED: _____

BY: _____
JENNIFER PRESSOTTO

DATED: _____

BY: _____
JERRY E. MARTIN, ESQ.
Counsel for Pressotto

SUZANNE ALT - RELATOR

DATED: _____ BY: _____
SUZANNE ALT

DATED: _____ BY: _____
DON McKENNA, ESQ.
Counsel for Alt

MARY BUTNER and DANA BROWN- RELATORS

DATED: _____ BY: _____
MARY BUTNER

DATED: _____ BY: _____
DANA BROWN

DATED: _____ BY: _____
W. GARY BLACKBURN, ESQ.
Counsel for Butner and Brown

JENNIFER PRESSOTTO - RELATOR

DATED: 11/1/2020 BY: Jennifer Pressotto
JENNIFER PRESSOTTO

DATED: 11/10/2020 BY: 
JERRY E. MARTIN, ESQ.
Counsel for Pressotto

ALLISON CHANCELLOR - RELATOR

DATED: 4/16/21

BY:

Allison Chancellor
ALLISON CHANCELLOR

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

UNITED STATES OF AMERICA <i>ex rel.</i>)	
SUZANNE ALT,)	
)	
Plaintiff,)	Civil Case No.: 3:16-cv-00549
)	JUDGE TRAUGER
v.)	(consolidated)
)	
ANESTHESIA SERVICES ASSOCIATES, PLLC,)	
)	
Defendant.)	Jury Trial
)	
UNITED STATES OF AMERICA and THE)	
STATE OF TENNESSEE <i>ex rel.</i> MARY)	
BUTNER, and DANA BROWN,)	
)	
Plaintiffs,)	Civil Case No.: 3:16-cv-00561
)	JUDGE TRAUGER
v.)	
)	
ANESTHESIA SERVICES ASSOCIATES, PLLC,)	
d/b/a COMPREHENSIVE PAIN SPECIALISTS,)	
PETER KROLL, STEVEN DICKERSON,)	
RONALD WILLIAMS, REX WILLIAMS,)	
TIMOTHY BEACHAM, LINDSAY BISHOP,)	
GILBERTO CARRERO, DENNIS HARRIS,)	
DONALD JONES, FRANK JORDAN,)	
ANDREW KELLER, JAMES LADSON,)	
BARBARA SCHOOLEY, CHARLES LINDSAY,)	
DANIEL MCHUGH, RICHARD MUENCH,)	
TODD PEPPER, ANASTASIA TERESCHUK,)	
DEANNE THREAPLETON, CODY TURNER,)	
J. RANDALL UNDERWOOD, and)	
KYLE PAYNE,)	
)	
Defendants.)	
)	

[Captions continued on next page.]

UNITED STATES OF AMERICA and the STATE)
OF TENNESSEE *ex rel.* JENNIFER PRESSOTTO,))
Plaintiffs,))
v.))
ANESTHESIA SERVICES ASSOCIATES, PLLC,)
d/b/a COMPREHENSIVE PAIN SPECIALISTS,))
Defendant.))

UNITED STATES OF AMERICA and the)
STATES OF ILLINOIS, INDIANA, IOWA,)
MICHIGAN, NORTH CAROLINA, TENNESSEE,))
VIRGINIA *ex rel.* ALLISON CHANCELLOR,))
Plaintiffs,))
v.))
ANESTHESIA SERVICES ASSOCIATES, PLLC)
d/b/a COMPREHENSIVE PAIN SPECIALISTS,)
and PHYMED MANAGEMENT LLC d/b/a)
PHYMED HEALTHCARE GROUP,))
Defendants.))
Civil Case No.: 3:16-cv-01856
JUDGE TRAUGER
Civil Case No.: 3:19-cv-00102
JUDGE TRAUGER

**JOINT MOTION TO SEVER AND DISMISS ALL CLAIMS
AGAINST DEFENDANTS ANESTHESIA SERVICES, ASSOCIATES, PLLC
d/b/a COMPREHENSIVE PAIN SPECIALISTS AND PETER B. KROLL, M.D.
AND TO DISMISS ALL REMAINING CLAIMS OF RELATORS**

Pursuant to 31 U.S.C. § 3730(b)(1) and Rules 21 and 41 of the Federal Rules of Civil Procedure, the United States, Tennessee and Relators, together with Defendants Anesthesia Services Associates, PLLC d/b/a Comprehensive Pain Specialists (“CPS”) and Peter B. Kroll, M.D. (“Dr. Kroll”) hereby move as follows:

1. For an order severing all claims against CPS and Dr. Kroll;

2. Dismissing with prejudice the claims of the United States and Tennessee against CPS and Dr. Kroll; and

3. Dismissing all claims of Relators Suzanne Alt, Mary Butner, Dana Brown, Jennifer Pressotto and Allison Chancellor in the above-captioned actions against all Defendants, including the non-intervened claims, with prejudice, to which the United States and Tennessee consent for the reasons previously stated to the Court.

The United States has authority to represent that the states of Illinois, Indiana, Iowa, Michigan, North Carolina and Virginia, who have not yet made an intervention decision, consent to the dismissal of the actions in which they are named without prejudice as to such States.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that on July 23, 2021, a true and correct copy of the foregoing was served via the Court's CM/ECF system, if registered. A service copy also was served via First Class U.S. Mail, postage prepaid, and/or via email, if not registered, to the following:

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